

EQUIPMENT LEASE AGREEMENT dated as of May 1, 1974  
 between John W. James  
 of New York, New York  
 and John Duncan  
 of New York, New York  
 not in their individual capacities but solely as INTERSTATE COMMERCE COMMISSION  
 collectively called "Lessor") under the Trust Agreement (as such  
 term is hereinafter defined), and Reagent Chemical & Research, Inc.  
 a New Jersey corporation herein called  
 "Lessee");

RECORDATION NO. 7981 Filed &amp; Recorded

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## WITNESSETH:

WHEREAS, Lessee desires Lessor to acquire the Equipment from Seller and lease the Equipment to Lessee and, subject to the terms and conditions hereinafter set forth, Lessor is willing to do so;

## NOW, THEREFORE, IT IS AGREED:

1. Exhibit A. The term "Exhibit A" shall mean the Additional Terms And Conditions Of Equipment Lease Agreement attached hereto as Exhibit A, the terms and conditions of which are hereby incorporated in, and made a part of, this Agreement to the same extent as if fully set forth herein. The terms used in Exhibit A which are defined in this Agreement shall have the same meanings as are provided therefor herein; the terms used in this Agreement which are defined in Exhibit A shall have the same meanings as are provided therefor in Exhibit A. Each reference herein to "this Agreement" and like words shall include Exhibit A.

2. Acquisition, Delivery and Acceptance of the Equipment.

(a) Either: (i) Lessee has heretofore ordered the Equipment pursuant to one or more Purchase Orders (in form and substance satisfactory to Lessor), a true, correct and complete copy of each of which has been furnished to Lessor, and Lessee has delivered, or shall forthwith deliver to Lessor, an assignment of its rights under each such Purchase Order together with the consent of Seller with respect thereto (each of which shall be in form and substance satisfactory to Lessor); or (ii) Lessor, at the request of Lessee and contemporaneously with the execution and delivery of this Agreement, has ordered the Equipment pursuant to one or more Purchase Orders, a copy of each of which has been furnished to Lessee and which Lessee, by its execution and delivery of this Agreement, approves.

(b) Lessor shall have no obligations under any Purchase Order other than to pay the purchase price for the Equipment covered thereby in accordance with the provisions of this Agreement; Lessee shall be responsible for the performance of all other obligations (other than those of any Seller) under each Purchase Order. Lessor shall have no responsibility or liability to Lessee or any other Person for the adequacy or accuracy of any specifications set forth in any Purchase Order or for the failure on the part of any Seller to accept any Purchase Order or to make delivery of any Equipment covered thereby in accordance with the terms thereof.

(c) Simultaneously with the acquisition of any Equipment by Lessor, Lessee shall accept delivery of such Equipment and shall execute and deliver to Lessor one or more Acceptance Certificates relating to such Equipment.

(d) Upon the satisfaction of the conditions set forth in this Section and in Section 5: (i) Lessor shall acquire the Equipment for a purchase price not to exceed Maximum Acquisition Cost; and (ii) upon receipt by Lessor of Seller's invoice for any Equipment (approved in writing by Lessee), Lessor shall remit to Seller the amount thereof provided that (x) such amount, together with any amounts previously paid in respect of the Equipment, does not exceed Maximum Acquisition Cost and (y) Lessor shall have agreed in writing with the manner in which invoices of Seller are to be submitted and paid.

(e) In the event that Lessee shall fail for any reason to (i) forthwith deliver to Lessor the assignment of each Purchase Order (including each Seller's consent thereto), if required by this Section, (ii) accept delivery of any Equipment, (iii) execute and deliver to Lessor an Acceptance Certificate relating to any Equipment or (iv) approve an invoice relating to any Equipment, Lessee shall, on demand by Lessor, forthwith pay Lessor any amounts theretofore paid or then owing by Lessor to any Seller or to any other Person in respect of the Equipment, this Agreement, any Purchase Order or otherwise, together with a handling charge in the amount specified in Exhibit A. Upon such payment Lessee shall become (i) subrogated to Lessor's claims (if any) against each Seller and (ii) entitled to the Equipment as-is-where-is without recourse and without representations, warranties or agreements of any kind and Lessor shall thereupon be released from all of its obligations hereunder.

(f) The delivery of any Equipment to Lessee and the delivery to Lessor of an Acceptance Certificate with respect thereto shall constitute Lessee's acknowledgment that: (i) Lessee has fully inspected such Equipment; (ii) such Equipment is in good condition and repair, is of the manufacture, design and specifications selected by Lessee and is suitable for Lessee's purposes; (iii) such Equipment is in full compliance with this Agreement and Lessee has accepted such Equipment hereunder; and (iv) Lessor has made no representation or warranty of any kind with respect to such Equipment.

(g) Lessee shall: (i) pay all costs and expenses of freight, packing, insurance, handling, storage, shipment and delivery of the Equipment to the extent that the same have not been included in Acquisition Cost; and (ii) furnish, at its own cost and expense, such labor, equipment and other facilities and supplies as may be required to install and erect the Equipment, which installation and erection shall be in accordance with the specifications and requirements of each Seller.

3. Representations and Warranties of Lessor.

(a) LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE OR OWNERSHIP, CONDITION, QUALITY, DURABILITY, SUITABILITY, ADEQUACY, MERCHANTABILITY, FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, DESIGN, OPERATION, USE OR PERFORMANCE OF ANY EQUIPMENT OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY EQUIPMENT or otherwise hereunder except that Lessor represents and warrants that Lessor has the power and authority to execute and carry out this Agreement.

(b) Nothing contained in this Section shall be deemed to limit Lessee from availing itself of any representations, warranties or agreements of any Seller. Lessee acknowledges and agrees that, except as otherwise specifically provided herein, Lessor shall have no responsibility or liability to Lessee or any other Person with respect to any of the following: (i) any liability, loss or damage caused or alleged to be caused directly or indirectly by any Equipment or by any inadequacy thereof or deficiency or defect therein or by any other circumstance in connection therewith; (ii) the use, operation or performance of any Equipment or any risks relating thereto; (iii) any interruption of service, loss of business or anticipatory profits or consequential damages; or (iv) the delivery, installation, erection, testing, programming, adjusting, operation, servicing, maintenance, repair, improvement or replacement of any Equipment.

4. Representations and Warranties of Lessee. In order to induce Lessor to enter into this Agreement and to lease the Equipment to Lessee, Lessee makes the following representations and warranties which shall survive the execution and delivery of this Agreement:

(a) Lessee: (i) is a duly organized and validly existing corporation in good standing under the laws of the State of its incorporation and has the corporate power and authority to own its property and assets and to transact the business in which it is engaged; (ii) is duly qualified or licensed as a foreign corporation in good standing in every jurisdiction (wherein the Equipment will be located) in which the nature of the business in which it is engaged makes such qualification or licensing necessary; and (iii) has the corporate power and authority to execute, deliver and carry out the terms and provisions of this Agreement and each of the other instruments and agreements (the "Other Agreements") delivered in connection with this Agreement.

(b) Neither the execution and delivery of this Agreement or any of the Other Agreements, nor the consummation of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene any provision of law, statute, rule or regulation to which Lessee is subject or any judgment, decree, franchise, order or permit applicable to Lessee, or will conflict or will be inconsistent with, or will result in any breach of, any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, security interest, charge or encumbrance upon any of the property or assets of Lessee pursuant to the terms of, any indenture, mortgage, deed of trust, agreement or other instrument to which Lessee is a party or by which it is bound or to which it is subject, or violate any provision of the Certificate of Incorporation or By-Laws of Lessee.

(c) This Agreement has been duly authorized, executed and delivered by Lessee and constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms. Each of the Other Agreements will be, at the time of the delivery thereof, duly authorized, executed and delivered by Lessee and constitute the legal, valid and binding obligations of Lessee enforceable in accordance with their respective terms.

(d) No approval, authorization or consent of any governmental or public body or authority is necessary to enable Lessee to execute, deliver and carry out the terms and provisions of this Agreement and the Other Agreements except those which have been duly obtained and certified copies thereof delivered to Lessor.

(e) Any Equipment acquired by Lessor pursuant to the Purchase Order will be free and clear of any claims, mortgages, pledges, liens, security interests or other charges or encumbrances of any kind in favor of any Person other than Lessor.

(f) Either: (i) Lessee is the record owner of the real property constituting the Equipment Location and there is no mortgage, lien or other encumbrance existing with respect to such real property; or (ii) there has been duly executed and delivered to Lessor a Real Property Waiver by each owner, mortgagee, lienor or other encumbrancer of such real property.

(g) Lessee's chief place of business is located in the State specified in Exhibit A.

5. Conditions Precedent to Lessor's Obligations. The obligations of Lessor to acquire the Equipment from Seller and to lease the Equipment to Lessee are subject, at the time of the entering into by Lessor with Seller of any commitment to acquire the Equipment and at the time of each delivery of any Equipment to Lessee and at the time of each payment by Lessor in respect of Acquisition Cost of any Equipment (all except as hereinafter indicated), to the satisfaction of the following conditions:

(a) At or prior to the earliest of any such times and thereafter upon the request of Lessor, Lessor shall have received from counsel for Lessee satisfactory to Lessor, a favorable opinion, addressed to Lessor, to the effect stated in Subsections (a) through (e) of Section 4 and covering such other matters incident to the transactions herein contemplated as Lessor may request.

(b) There shall exist no condition, event or act which would constitute an Event of Default and no condition, event or act which, with the giving of notice or lapse of time, or both, would constitute such an Event of Default.

(c) All representations and warranties by Lessee contained herein or otherwise made in writing in connection herewith shall be true and correct with the same effect as though the representations and warranties had been made on and as of the date of the entering into of such commitment or the date of such delivery or the date of such payment, as the case may be.

(d) All corporate and legal proceedings and all documents in connection with the transactions contemplated

by this Agreement shall be satisfactory in form and substance to Lessor, and Lessor shall have received all information and copies of all documents, including records of corporate proceedings, which Lessor may reasonably have requested in connection therewith, such documents where appropriate to be certified by proper corporate or governmental authorities.

(e) The applicable law or the applicable rules or regulations of any governmental or public body or authority shall not: (i) prohibit Lessor from acquiring the Equipment and/or leasing same to Lessee; or (ii) after the date hereof, have been changed so as to impose doing business restrictions or other requirements upon Lessor which Lessor shall have determined to be too burdensome.

(f) The additional conditions (if any) set forth in Exhibit A.

6. Lease Term. The term of the Lease of any Equipment shall commence and terminate in the manner provided in Exhibit A; provided, however, (i) the term of the Lease of any Equipment may be earlier terminated in the manner specified in certain other provisions of this Agreement and (ii) the obligations of Lessee hereunder shall commence as of the date hereof.

7. Rent; Net Lease.

(a) Lessee shall pay Lessor rent for the Equipment in the amounts, at the times, in the manner and as otherwise provided in Exhibit A. To the extent legally enforceable, Lessee shall pay Lessor interest at the Premium Rate on any installment of rent the payment of which is more than 15 days overdue.

(b) All payments of rent and other payments to be made by Lessee to Lessor pursuant to this Agreement shall be paid to Lessor in lawful money of the United States in New York Clearing House funds at the place specified in or pursuant to Exhibit A.

(c) Lessee's obligation to make rent payments and to make the other payments pursuant to this Agreement shall be absolute and unconditional and shall not be affected by any circumstance whatsoever, including (without limitation) any (i) set off, counterclaim, recoupment, defense or other right which Lessee may have against Lessor, the Seller or any other Person for any reason whatsoever; (ii) defect in the title, condition, design, operation, or fitness for use of, or any damage to or loss or destruction of, any Equipment, or any interruption or cessation in the use or possession thereof by Lessee for any reason whatsoever; or (iii) insolvency, bankruptcy, reorganization or similar proceedings by or against Lessee. Each payment of rent or other payment made by Lessee hereunder shall be final and Lessee will not seek to recover all or any part of such payment from Lessor for any reason whatsoever. Lessee hereby waives, to the extent permitted by applicable law, any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate, cancel, quit or surrender this Agreement except in accordance with the express terms hereof. If for any reason whatsoever this Agreement shall be terminated in whole or in part by operation of law or otherwise (except as specifically provided herein), Lessee nonetheless agrees to pay to Lessor an amount equal to each rent payment at the time such payment would have become due and payable in accordance with the terms hereof had this Agreement not been terminated in whole or in part.

(d) The lease of Equipment hereunder is a net lease and the rent shall be absolutely net to Lessor, and all costs and expenses and obligations of every kind and nature relating to the Equipment shall be paid by Lessee, except as otherwise expressly provided herein.

8. Title of Lessor; Possession and Use of the Equipment; Subletting, Liens, Assignment, etc. Prohibited.

(a) Title to the Equipment shall at all times remain in Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor.

(b) Lessee shall have no rights, interests or property in the Equipment except the use and quiet enjoyment thereof as Lessee in accordance with the terms and provisions of this Agreement. Unless an Event of Default shall have occurred and be continuing, Lessee may hold, possess and use the Equipment in the ordinary course of the regular business conducted by Lessee.

(c) The Equipment shall be located at the Equipment Location and shall not be removed therefrom without the prior written consent of Lessor.

(d) Without the prior written consent of Lessor, Lessee shall not (i) sublease, part with possession of, or otherwise transfer or dispose of, any Equipment; (ii) contract, create, incur, assume or suffer to exist any claim, mortgage, pledge, lien, security interest or other charge or encumbrance of any kind upon or with respect to any Equipment or any of its rights under this Agreement; or (iii) sell, assign, transfer or otherwise dispose of any of its rights under this Agreement.

(e) Upon the request of Lessor at any time, Lessee, at its own cost and expense, shall cause the Equipment to be legibly marked in a reasonably prominent location with a plate, disk or other marking showing Lessor's ownership of the Equipment.

(f) Lessee shall comply fully with all statutes, ordinances and regulations relating to the use and operation of the Equipment and with all conditions and provisions of any policies of insurance relating to the Equipment and, if such compliance requires changes or additions to be made on or to any Equipment, such changes and additions shall be made by Lessee at its own cost and expense.

(g) Lessee shall (i) cause the Equipment to be used and operated only by personnel authorized by Lessee and (ii) use every reasonable precaution to prevent loss or damage to the Equipment.

9. Improvement and Repair of the Equipment. Lessee shall pay all costs, expenses, fees and charges in connection with the use, operation and maintenance of the Equipment except only those that are included by Lessor in the determination of Acquisition Cost. Lessee, at its own cost and expense, shall keep the Equipment in good repair, condition and working order and shall furnish any and all labor, parts and other servicing required for that purpose. Except as required by Section 8 (f), Lessee shall not make any material alterations to any Equipment without the prior written

consent of Lessor. All parts, attachments, accessories, equipment and repairs at any time made to or placed upon any Equipment and all replacements for any Equipment shall immediately become the property of Lessor and shall be deemed to be incorporated in the Equipment and subject to the terms and provisions of this Agreement as if originally leased hereunder.

10. Insurance. Lessee shall at all times carry and maintain on the Equipment, at its own cost and expense, insurance in such amounts, against such risks (including, without limitation, public liability insurance for bodily injury and property damage), in such form and with such insurance companies as shall be satisfactory to Lessor from time to time. Lessee shall pay the premiums therefor and deliver to Lessor the original policies of insurance (or other evidence satisfactory to Lessor) of such insurance coverage. The proceeds of insurance payable as a result of loss of or damage to any Equipment shall be applied, in the sole discretion of Lessor, toward either (i) the replacement, restoration or repair of the Equipment which may be lost, stolen, destroyed or damaged or (ii) payment of the obligations of Lessee hereunder. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all instruments, documents, checks or drafts received in payment for loss or damage under any insurance policy.

11. Taxes, Indemnification and Expenses.

(a) Lessee shall indemnify, protect, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements of whatsoever kind and nature, including (without limitation) legal fees and expenses, imposed on, incurred by or asserted against Lessor in any way relating to or arising out of this Agreement or any of the Other Agreements or the Equipment including (without limitation) the manufacture, purchase, acceptance or rejection under the Purchase Order, ownership, delivery, possession, use, operation, condition, performance, suitability, durability, quality, adequacy, maintenance, registration, loss, seizure, requisition, confiscation, lease, sale, return or other disposition of any Equipment (including, without limitation, latent and other defects, whether or not discoverable by Seller, Lessor or Lessee, and any claim for patent, trademark or copyright infringement).

(b) Lessee shall indemnify, protect, save and keep harmless Lessor from and against any and all license and registration fees and all sales, use, personal property, stamp or other taxes, levies, imposts, duties, charges or withholdings of any nature (together with any penalties, fines or interest thereon) imposed against Lessor, the payment of any moneys due Lessor hereunder, Lessee or any Equipment by any federal, state or local government or taxing authority upon or with respect to any Equipment, or upon the purchase, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof, or upon the rentals, receipts or earnings arising therefrom, or upon or with respect to this Agreement or any of the Other Agreements (excluding, however, federal or New York State taxes on, or measured by, the net income of Lessor), unless, and to the extent only, that any such tax, levy, impost, duty, charge or withholding is being contested by Lessee in good faith and by appropriate proceedings so long as such proceedings do not involve any danger of the sale, forfeiture or loss of any Equipment or any interest therein. In case any report or return is required to be made with respect to any obligation of Lessee under this Subsection or arising out of this Subsection, Lessee will either make such report or return in such manner as will show the ownership of the Equipment in Lessor and send a copy of such report or return to Lessor or will notify Lessor of such requirement and make such report or return in such manner as shall be satisfactory to Lessor. Lessee shall have no obligation under this Subsection with respect to any taxes to the extent that the same have been included by Lessor in the determination of Acquisition Cost.

(c) The indemnities contained in this Section shall (i) apply equally to any Equipment not yet delivered hereunder; and (ii) continue in full force and effect notwithstanding the expiration or other termination of this Agreement or any of the Other Agreements. For the purpose of this Section, the term "Lessor" shall include (i) its directors, officers and employees and any agents acting for it or them and (ii) its successors and assigns. In the event that Lessee is required to make any payment under this Section, Lessee shall pay the Person indemnified an amount which, after deduction of all taxes required to be paid by said Person in respect of the receipt thereof under the laws of the United States or of any state or of any political subdivision thereof (after giving credit for any savings in respect of any such taxes by reason of deductions, credits or allowances in respect of the payment of the expense indemnified against and of any other such taxes), shall be equal to the amount of such payment. Lessee's obligations under this Section shall be that of primary obligor irrespective of whether the Person indemnified shall also be indemnified with respect to the same or similar matters under any other instrument or agreement by any person and irrespective of any insurance policies which may be in existence with respect to the same.

12. Loss of or Damage to the Equipment.

(a) No loss of or damage to any Equipment shall impair any obligation of Lessee under this Agreement, which shall continue in full force and effect.

(b) In the event of damage of any kind whatsoever to any Equipment (unless the same is determined by Lessor in its sole discretion to be damaged beyond repair), Lessee, at its own cost and expense, shall place the same in good operating order, repair, condition and appearance.

(c) If any Equipment is determined by Lessor in its sole discretion to be lost, stolen, destroyed, seized, confiscated, rendered unfit for use or damaged beyond repair, Lessee shall pay Lessor therefor, on the rent installment date for such Equipment next following such determination (or, if such determination occurs after the final rent installment date therefor, then on the expiration of the lease of such Equipment), an amount equal to the Stipulated Loss Value (as hereinafter defined) for such Equipment (computed as of such rent installment date). Upon such payment and upon the payment of any unpaid rent due on or before such rent installment date for such Equipment this Agreement shall terminate with respect to such Equipment, and Lessee thereupon shall become entitled to such Equipment as-is-where-is, without recourse and without representations, warranties or agreements of any kind whatsoever. "Stipulated Loss Value" for any Equipment as of any rent installment date shall mean, when used in this Agreement, an amount determined by multiplying Acquisition Cost for such Equipment by the percentage specified in Exhibit C attached hereto opposite such rent installment date.

(d) Lessee shall notify Lessor immediately of any loss, theft, destruction, seizure, confiscation, rendering unfit for use or damage of or to any Equipment and shall keep Lessor informed of all developments arising therefrom including (without limitation) any acts by Lessee relating to the insurance on any Equipment.

13. Surrender of the Equipment. Upon the termination of this Agreement at the end of any term of the lease of any Equipment, Lessee, at its own cost and expense, shall surrender such Equipment to Lessor at the Equipment Location. Lessee shall cooperate with Lessor in effecting removal of such Equipment from Lessee's property. Such Equipment shall be surrendered by Lessee to Lessor in the same operating order, repair, condition and appearance as originally delivered to Lessee, reasonable wear and tear excepted; Lessee shall pay for any repairs necessary to restore such Equipment to such operating order, repair, condition or appearance. Upon such termination, Lessee shall allow Lessor to store such Equipment on Lessee's property for a reasonable period of time in a manner satisfactory to Lessor but at no expense to Lessor.

14. Personal Property. The Equipment is and shall remain personal property irrespective of its use or manner of attachment to real property. Lessee will not cause or permit any Equipment to be attached to real property in such manner that it might become part of such real property without first obtaining the written approval of Lessor.

15. Inspection. At all reasonable times Lessor or its authorized representatives may inspect any Equipment and the books and records of Lessee relating thereto. Lessor shall have no duty to make any such inspection and shall not incur any liability or obligation by reason of not making any such inspection.

16. Lessor's Right to Perform for Lessee. If Lessee fails to make any payment required to be made by it hereunder or fails to perform or comply with any agreement contained herein, Lessor may itself make such payment or perform or comply with such agreement. The amount of such payment and the amount of the reasonable expenses of Lessor incurred in connection with such payment or the performance of or compliance with such agreement (including, without limitation, reasonable attorneys' fees), as the case may be, together with interest thereon at the Premium Rate, shall be payable by Lessee to Lessor upon demand.

17. Further Assurances. Lessee, at its own expense, will promptly and duly execute and deliver to Lessor such further documents and assurances and take such further action (including, without limitation, any filing, recording and/or registration) as may be necessary or advisable or as Lessor may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect Lessor's title to the Equipment and the ownership rights and remedies created or intended to be created in favor of Lessor hereunder. Lessee hereby irrevocably authorizes Lessor to file at any time and from time to time one or more Financing Statements or Continuation Statements without Lessee's signature indicating Lessor's ownership interest in the Equipment.

18. Events of Default. The following events (each an "Event of Default") shall constitute Events of Default:

(a) Lessee shall fail to make any payment of rent or of any other sum payable by Lessee hereunder within 15 days after the same shall become due; or

(b) Lessee shall fail to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure shall continue unremedied for a period of 15 days after written notice thereof by Lessor; or

(c) Any representation or warranty made by Lessee herein or in any document or certificate furnished Lessor in connection herewith or pursuant hereto shall prove to be incorrect at any time in any material respect; or

(d) Any obligation of Lessee for the payment of borrowed money, for the deferred price of property or for the payment of rent or hire under any lease shall not be paid when due, whether by acceleration or otherwise, or shall be declared due and payable prior to the maturity thereof; or Lessee shall suspend or terminate the operations of its business; or Lessee shall become insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver, or a trustee or a receiver shall be appointed for Lessee or for a substantial part of its property without its consent and shall not be dismissed for a period of 60 days; or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Lessee, and, if instituted against Lessee, shall not be dismissed for a period of 60 days.

19. Remedies. Upon the occurrence of any Event of Default and at any time thereafter so long as the same shall be continuing, Lessor may, at its option, declare this Agreement to be in default, and at any time thereafter, so long as Lessee shall not have remedied all outstanding defaults, Lessor may exercise one or more of the following remedies, as Lessor in its sole discretion shall elect:

(a) Terminate this Agreement upon not less than 5 days notice to Lessee, whereupon Lessee shall, without further demand, as liquidated damages for loss of a bargain and not as a penalty, forthwith pay to Lessor any unpaid rent due on or before the rent installment date next following the termination date (or, if any such rent installment date is on such termination date, then on such date) plus an amount equal to the aggregate Termination Value (as hereinafter defined) for all of the Equipment (computed as of such rent installment date) together with interest at the Premium Rate on such amount from the effective date of termination to the date of actual payment;

(b) Cause Lessee at its expense to return the Equipment to a place designated by Lessor, or Lessor may enter upon the premises where any Equipment is located and take immediate possession of and remove such Equipment by summary proceedings or otherwise, all without liability to Lessor for or by reason of such entry or taking possession, whether for the restoration of damage to property caused by such taking or otherwise;

(c) Sell any or all of the Equipment at public or private sale and with or without notice to Lessee or advertisement, as Lessor may in its sole discretion determine, and Lessee shall forthwith pay to Lessor an amount equal to any unpaid rent due on or before the rent installment date for such Equipment next following the date of such sale (or, if

any such rent installment date is on the date of such sale, then on such date) plus any deficiency between the net proceeds of such sale and the Termination Value for such Equipment (computed as of such rent installment date), together with interest at the Premium Rate on the amount of such deficiency from the date of such sale until the date of actual payment;

(d) Hold, use, operate, lease or keep idle any or all of the Equipment as Lessor in its sole discretion may determine, without any duty to account to Lessee with respect to any such action or inaction or for any proceeds thereof, except that the net proceeds of any such holdings, using, operating or leasing shall be credited by Lessor against any rent accruing after Lessor shall have declared this Agreement to be in default pursuant to this Section; and/or

(e) Rescind this Agreement as to any or all of the Equipment, or exercise any other right or remedy which may be available under applicable law or proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof.

In addition, Lessee shall be liable for the payment of any and all other obligations due hereunder before or after any termination hereof, including, without limitation, all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by reason of the occurrence of any Event of Default and the exercise of Lessor's remedies with respect thereto. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity and the exercise or beginning of exercise by Lessor of any one or more of such remedies shall not preclude the simultaneous or later exercise by Lessor of any or all such other remedies; except that satisfaction by Lessee of its obligations under Subsections (a) or (c), as the case may be, with respect to any Equipment shall preclude Lessor from thereafter exercising any other remedy provided by such Subsections (a) or (c) with respect to such Equipment. No waiver by Lessor of any Event of Default hereunder shall in any way be, or be construed to be, a waiver of any future or subsequent Event of Default. "Termination Value" for any Equipment as of any rent installment date shall mean, when used in this Agreement, an amount determined by multiplying Acquisition Cost for such Equipment by the percentage specified in Exhibit D attached hereto opposite such rent installment date.

20. Notices. Unless otherwise expressly specified or permitted by the provisions hereof, all notices, requests, demands or other communications to or upon the respective parties hereto shall be deemed to have been given or made when deposited in the mails, postage prepaid, or; in the case of telegraphic notice, when delivered to the telegraph company, addressed (i) if to Lessee, at the address specified in Exhibit A, or at such other address as Lessee shall from time to time designate in writing to Lessor, or (ii) if to Lessor, at 280 Park Avenue, New York, New York 10017 or at such other address as Lessor shall from time to time designate in writing to Lessee. No other method of giving notice is hereby precluded.

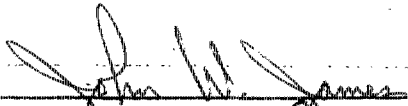
21. Assignment by Lessor. This Agreement, title to the Equipment and/or any rents or other sums due or to become due hereunder may be transferred or assigned by Lessor without notice; and in such event Lessor's transferee or assignee shall have all the rights, powers, privileges and remedies of Lessor under this Agreement.

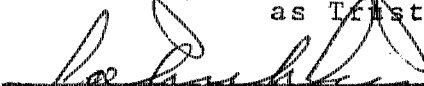
22. Miscellaneous. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law Lessee hereby waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect. This Agreement constitutes the entire agreement between the parties and no term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. This Agreement shall constitute an agreement of lease and nothing herein shall be construed as conveying to Lessee any right, title or interest in the Equipment except as a lessee only. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. This Agreement shall in all respects be governed by, and construed in accordance with, the law of the State of New York, including all matters of construction, validity and performance. This Agreement shall be binding upon and inure to the benefit of Lessor and Lessee and their successors and, subject to Section 8 (d), their assigns. To the extent, if any, that this Agreement constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Agreement may be created through the transfer or possession of any counterpart other than the original counterpart hereof (which shall be the counterpart bearing the legend "This is the original counterpart of the within Agreement" together with the certification of an officer of Lessor to such effect on the signature page thereof).

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be duly executed as of the date first above written.

LESSOR

LESSEE

  
as Trustee

  
as Trustee

REAGENT CHEMICAL & RESEARCH, INC.

By





EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS  
OF EQUIPMENT LEASE AGREEMENT

The following terms and conditions supplement and are a part of the equipment lease agreement dated as May 1, 1974 to which this Exhibit A is attached:

1. Definitions: The following definitions are hereby added to the definitions set forth in Section I of the Agreement.

"(a)" "Equipment" shall mean the following property:

<u>Quantity</u>	<u>Description</u>	<u>Lessee's Car Numbers</u>
10	DOT 111A 100W5 20,800 gallon Tank Cars manu- factured by Richmond Tank Car Company	RCRX 1006-1015 (both inclusive)
15	DOT 111A 100W3 13,500 gallon Tank Cars manu- factured by Richmond Tank Car Company	RCRX 2001-2015 (both inclusive)

Unless the context otherwise requires, "Equipment" shall mean the whole of the foregoing property leased to Lessee pursuant to this Agreement. "Equipment" shall also mean those particular items of equipment listed above to which the context applies.

"(b)" "Interstate Commerce Act" shall mean the Interstate Commerce Act, as amended.

"(c)" "ICC" shall mean the Interstate Commerce Commission.

"(d)" "Maximum Acquisition Cost" shall mean \$850,000, plus escalation, not to exceed ten (10) percent of pre-escalation cost without written approval of the Lessor.

"(e)" "Purchase Order" shall mean purchase order (together with any modifications thereof or amendments or supplements thereto approved by Lessor) number \_\_\_\_\_ dated \_\_\_\_\_, 1974 of Lessee, as buyer, to Seller covering the acquisition of the Equipment, a true, correct and complete copy of which has been furnished to the Lessor.

"(f)" 'Seller' shall mean Richmond Tank Car Company, Houston, Texas.

"(g)" 'Acquisition Cost' of any Equipment shall mean an amount equal to the sum of all amounts paid by Lessor in respect of the purchase price of such Equipment including (without limitation) any taxes, duties, expenses of freight and installation and all other expenses required to effect delivery and installation of such Equipment.

2. Representations and Warranties of Lessee.

Section 4 of the agreement is hereby amended as follows:

(a) Section 4(a) is amended by deleting the following parenthetical which appears in the fourth line: "(wherein the Equipment will be located)". This section is further amended by deleting the word "in connection with", which appears in the last line and inserting the following in lieu thereof: "including (without limitation) the ICC pursuant to Section 20(a) of the Interstate Commerce Act".

(b) Sections 4(f), and (g) are deleted in their entirety and the following new Sections are inserted in lieu thereof:

(f) The Equipment is new "Section 38 property" within the meaning of Section 48(b) of the Internal Revenue Code. At the time of the acquisition of the Equipment by Lessor and the acceptance by Lessee under this Agreement, the Equipment will not have been used by any other person and no investment credit, depreciation or other tax benefits under the Internal Revenue Code will have been claimed by any person with respect thereto. The economic useful life of the Equipment will be at least 15 years and at the end of the lease thereof pursuant to this Agreement the Equipment will have a residual value of at least 15% of the Acquisition Cost thereof.

3. Delivery of the Equipment. The Equipment shall be delivered to Lessee on the tracks of the Southern Pacific at Sheldon, Texas.

4. Title of Lessor; Possession and Use of the Equipment.

Section 8 of the Agreement is hereby amended by deleting Subsections (c) and (d) in their entirety and inserting the following in lieu thereof:

"(c) The Equipment shall be used only in the 48 states of the United States (excluding Alaska and Hawaii) and the Dominion of Canada and only upon the lines of railroads over which Lessee has track-age rights and upon connecting and other railroads in the usual interchange of traffic; provided, however, Lessee shall always use the Equipment in a manner so that the Equipment falls within the exception contained in Section 48(a) (2)(b) (ii) of the Internal Revenue Code (or any successor Section thereto)."



"(d) Without the prior written consent of Lessor, Lessee shall not (i) sublease, part with possession of, or otherwise transfer or dispose of, any Equipment, except that Lessee may subject any Equipment to normal interchange agreements, in each case customary in the railroad industry and entered into by Lessee in the ordinary course of its business with railroads, provided that no such agreement contemplates or requires the transfer of title to any such Equipment and the rights of the other party or parties to such agreement are subject and subordinate to the rights of the Lessor under this Agreement; (ii) contract, create, incur, assume or suffer to exist any claim, mortgage, pledge, lien, security interest or other charge or encumbrance of any kind upon or with respect to any Equipment or any of its rights under this Agreement; or (iii) sell, assign, transfer or otherwise dispose of its rights under this Agreement."

5. Lease Term. The interim term (the "Interim Term") of the lease for any Equipment shall commence on the earlier of the date on which any payment is made by the Lessor in respect of the Acquisition Cost of such Equipment or the date on which such Equipment shall have been delivered to or accepted by Lessee in the manner contemplated by this Agreement and shall continue through the earlier of (i) the last date on which any Equipment is delivered to and accepted by the Lessee in the manner contemplated by this Agreement, or (ii) July 30, 1975 (the "Final Delivery Date"). The basic term of the lease (the "Basic Term") shall commence on the date next following the Final Delivery Date and shall continue for 144 months thereafter.

6. Rent. Lessee shall pay Lessor rent for the Equipment for each day during the Interim Term for the Equipment in an amount equal to 1/30 of each monthly payment by Lessor in respect of the Acquisition Cost of the Equipment. Lessee shall pay Lessor rent for the Equipment during the Basic Term therefore in one hundred forty four consecutive monthly payments commencing on the Delivery Date for such Equipment and continuing on each monthly anniversary thereafter, each of which monthly payments shall be in an amount equal to 1.15721% of the Acquisition Cost of such Equipment.

7. Improvement and Repair of the Equipment.  
Section 9 of the Agreement is hereby amended by inserting the following new sentence at the end thereof: "Anything contained in this Section to the contrary notwithstanding, Lessee shall at all times comply in all respects with all laws of the jurisdiction in which operations involving the Equipment may extend, with the interchange and the other rules of the Association of American Railroads (or any successor thereto) and with all lawful rules and regulations of the Department of Transportation and the ICC and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Equipment, to the extent that such laws, rules, or regulations affect the operation, maintenance or use of the Equipment or any additional equipment or appliance thereof; and in the event that such laws, rules, or regulations require alteration of the Equipment, Lessee will conform therewith, at its own cost and

expense, and will maintain the Equipment in proper condition for operation under such laws, rules, and regulations."

8. Notices. The address for Lessee referred to in Section 20 of the Agreement is 124 River Road, Middlesex, New Jersey.

9. Additional Section. The following additional Sections are hereby added to the Agreement

"23. Purchase Option. Lessee shall have the right, at its option, to purchase the Equipment, as-is-where-is, at the end of the Basic Term upon giving at least 90 days' prior written notice to Lessor and upon payment by Lessee to Lessor at the time of such purchase of an amount in cash equal to the then fair market value of the Equipment."

"24. Federal Income Taxes. Lessor, as the owner of the Equipment, shall be entitled to such deductions, credits (other than the investment credit' provided by Section 38 thereof) and other benefits as are provided by the Internal Revenue Code to an owner of property, including (without limitation) an allowance for depreciation. As permitted under Section 48(d) of the Internal Revenue Code, Lessor shall elect, in accordance with the regulations under Section 48(d), to treat Lessee as having acquired the Equipment for purposes of the investment credit and Lessee shall consent to such election as to all Equipment which qualifies for such election. Nothing contained in this Agreement shall be construed as a representation by Lessor that the Equipment qualifies for such election or for the investment credit provided by Section 38 of the Internal Revenue Code or as a representation by the Lessee that Equipment qualifies for any deductions credits, or other benefits as are provided by the Internal Revenue Code to an owner of property, including (without limitation) an allowance for depreciation."

"25. Marking of Equipment. On or prior to the delivery to Lessee of each unit of the Equipment, Seller has agreed to cause to be placed on each side of such unit, in letters not less than one inch in height, the following legend:

J. Duncan and J.W. James  
And Their Successors, As Trustees  
Owners, Lessors

In case during the continuance of this Agreement any of such marks shall at any time be removed, defaced, destroyed or become illegible in whole or in part, Lessee will, at its own cost and expense, immediately cause the same to be restored or replaced. Lessee will cause each unit of the Equipment to be kept numbered with the identifying

number thereof as set forth in each Equipment Lease, and will not permit the number of any such units to be changed except with the consent of Lessor and in accordance with a statement of new numbers to be substituted therefor, which consent and statement previously shall have been filed with Lessor by Lessee and filed, registered and recorded in all public offices where this Agreement (and/or any Financing Statements relating thereto) shall have been filed, registered and/or recorded. Lessee will not allow the name of any person, association or corporation to be placed on the Equipment as a designation that might be interpreted as a claim of ownership thereof by any person other than Lessor, but Lessee may letter the Equipment with such names or initials or other insignia as are customarily used by Lessee on its cars of the same or similar type for convenience of identification of the right of Lessee to use and operate the Equipment under this Agreement."

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ACCEPTANCE CERTIFICATE  
(EQUIPMENT LEASE)

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This has reference to the Equipment Lease Agreement dated as of May 1, 1974  
("Agreement") between John W. James and John Duncan, as Trustees  
\_\_\_\_\_ and the undersigned, as Lessee. The terms used herein which are defined in  
the Agreement shall have the same meanings as are provided therefor in the Agreement.

The undersigned hereby certifies that the following equipment (the "Delivered Equipment") was delivered to  
the undersigned at the Equipment Location on the date set forth below and is now located there:

<u>Quantity</u>	<u>Description</u>	<u>Lessee's Car Numbers</u>
10	DOT 111A 100W5 20,800 gallon tankcars manufactured by Richmond Tank Car Company	RCRX 1006 to 1015 (both inclusive)
15	DOT 111A 100W3 13,500 gallon tank cars manufactured by Richmond Tank Car Company	RCRX 2001 to 2015 (both inclusive)

The undersigned hereby confirms each of the acknowledgements set forth in the Agreement with respect to the  
Delivered Equipment.

LESSEE

REAGENT CHEMICAL & RESEARCH, INC.

by

(Title)

Vice President

Dated: \_\_\_\_\_, 19\_\_\_\_

EXHIBIT C

REAGENT CHEMICAL & RESEARCH, INC.

Stipulated Loss Value  
(Stated as a Percentage of Lessor's Original Cost)

<u>Prior to End of Period</u>	<u>Stipulated Termination Value</u>	<u>Prior to End of Period</u>	<u>Stipulated Termination Value</u>
1	98.8	76	73.6
4	98.4	79	71.7
7	97.9	82	69.7
10	97.4	85	67.7
13	97.2	88	65.5
16	97.0	91	63.4
19	96.6	94	60.4
22	96.0	97	58.8
25	95.4	100	56.5
28	94.7	103	54.0
31	93.9	106	51.6
34	93.0	109	49.0
37	92.1	112	45.5
40	91.1	115	43.7
43	90.0	118	40.9
46	88.9	121	38.1
49	87.7	124	35.3
52	86.4	127	32.4
55	85.0	130	29.4
58	83.6	133	26.4
61	82.1	137	22.3
64	80.5	140	19.2
67	78.9	142	17.1
70	77.2	144	15.0
73	75.4		

EXHIBIT DREAGENT CHEMICAL & RESEARCH, INC.Stipulated Termination Value

(Stated as a Percentage of Lessor's Original Cost)

<u>Prior to End of Period</u>	<u>Stipulated Termination Value</u>	<u>Prior to End of Period</u>	<u>Stipulated Termination Value</u>
1	98.8	76	70.7
4	98.3	79	68.7
7	97.6	82	66.6
10	97.0	85	64.5
13	96.8	88	62.3
16	96.5	91	60.0
19	95.8	94	57.7
22	95.2	97	54.4
25	94.4	100	52.8
28	93.6	103	50.3
31	92.7	106	47.7
34	91.7	109	45.0
37	90.6	112	42.3
40	89.5	115	39.5
43	88.3	118	36.7
48	87.1	121	33.8
49	85.7	124	30.9
50	84.3	127	27.9
55	82.9	130	24.8
58	81.3	133	21.7
61	79.7	136	18.6
64	78.1	139	15.4
67	76.3	142	12.2
70	74.5	144	10.0
73	72.6		

LESSEE CERTIFICATE OF RESOLUTIONS  
(EQUIPMENT LEASE)

I, Robert H. Dallas, Secretary of Reagent Chemical & Research, Inc. (the "Company"), do hereby certify that:

1. There exists no condition, event or act which would constitute an Event of Default under the Equipment Lease Agreement (the "Equipment Lease Agreement") dated as of May 1, 1974 between John W. James and John Duncan, as Trustees (the "Lessor") and the Company and no condition, event or act which, with the giving of notice or lapse of time, or both, would constitute an Event of Default.

2. All representations and warranties made by the Company contained in the Equipment Lease Agreement or otherwise made in connection therewith are true and correct and with the same effect as though such representations and warranties had been made on and as of the date of this Certificate.

3. The following persons have been duly elected, and have duly qualified as officers of the Company, holding the offices set forth below opposite their respective names, authorized to execute and deliver the Equipment Lease Agreement and all of the documents referred to therein:

<u>Title</u>	<u>Name</u>	<u>Signature</u>
President	Thomas J. Skuse	
Vice President	Robert H. Dallas	

4. The following resolutions were duly adopted at a meeting of the Board of Directors of the Company, duly called and held on MAY 20, 1974, at which a quorum was present and voting throughout, and said resolutions have not been rescinded, amended or modified in any way and remain in full force and effect as of the date of this Certificate:

RESOLVED, that the form of Equipment Lease Agreement (including all exhibits hereto), dated as of May 1, 1974 between John W. James and John Duncan, as Trustees (the "Lessor") and this Company, as submitted to this meeting, providing for the leasing by this Company of certain equipment therein specified, is hereby approved, that the President or any Vice President of this Company be and each of them severally is hereby authorized to execute and deliver to the Lessor the Equipment Lease Agreement and such other documents and papers therein referred to, in substantially the form hereby approved, with such changes as said officer may approve, such approval to be evidenced conclusively by his execution and delivery of the same, and that this Company lease the equipment referred to in, and enter into the transactions contemplated by, the Equipment Lease Agreement; and

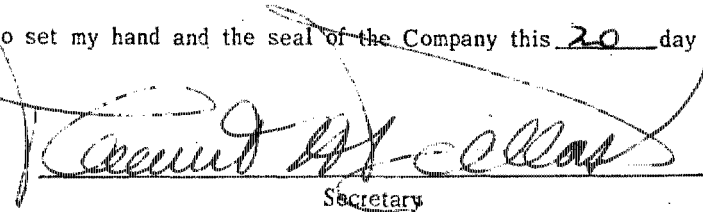
RESOLVED FURTHER, that the President or any Vice President of this Company be and each of them severally is hereby authorized to execute and deliver to the Lessor such certificates, instruments, agreements and other papers and documents as are referred to in the Equipment Lease Agreement or as may be required in connection therewith or contemplated thereby and to take such further action as may be necessary or proper in order to consummate the matters authorized in this and the preceding resolution; and

RESOLVED FURTHER, that the Equipment Lease Agreement as presented to this meeting be and it hereby is ordered filed with the records of the meeting.

Attached hereto as Exhibit A is a true and correct copy of the Equipment Lease Agreement (including all exhibits thereto) referred to in the aforesaid resolutions in the form presented to and approved by the Board of Directors of the Company at the aforesaid meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 20 day of MAY 1974.

[SEAL]

  
Secretary



PURCHASE ORDER ASSIGNMENT

AGREEMENT dated as of May 1, 1974  
between Reagent Chemical & Research, Inc.  
a                      corporation (herein called "Assignor"),  
and John W. James and John Duncan  
(herein collectively called "Assignee"), as Trustees;

W I T N E S S E T H :

WHEREAS, Assignor has heretofore submitted to  
Richmond Tank Car Company  
(herein called "Seller") its purchase order No.                     

(said purchase order, as the same has heretofore been or  
may hereafter from time to time be amended, modified or  
supplemented in the manner permitted hereby, being herein  
called the "Purchase Order") relating to the purchase by  
Assignor from Seller of 10 DOT 111A 20,800 gallon and 15 DOT  
111A 13,500 gallon Tank Cars

(herein called the "Equipment"); and

WHEREAS, Assignee and Assignor have entered into  
an equipment lease agreement (herein called the "Lease")  
dated as of May 1, 1974 pursuant to which  
Assignee, subject to the terms and conditions therein stated,  
has agreed to acquire the Equipment and lease same to Assignor;  
and

WHEREAS, the obligation of Assignee under the Lease  
to acquire the Equipment and lease same to Assignor is con-  
ditioned, among other things, upon the execution and delivery  
of an assignment of the Purchase Order substantially in the  
form of this Assignment;

NOW, THEREFORE, in consideration of the premises  
and of the mutual covenants and agreements hereinafter set  
forth, the parties hereto agree as follows:

1. Assignor hereby sells, assigns, transfers and  
sets over to Assignee all of Assignor's right, title and  
interest under, in, to and in respect of the Purchase Order,

including (without limitation) the right of (i) Assignee (including Assignor or any other agent acting for Assignee) to accept delivery of the Equipment pursuant to the Purchase Order and (ii) Assignee to take title to the Equipment and be named as "buyer" in any documents of title, bills of sale, invoices or other similar documents delivered by Seller in respect of the Equipment; provided, however, that so long as Assignee shall not have notified Seller in writing that an Event of Default (as defined in the Lease) has occurred and is continuing, Assignor may exercise all rights available to it under the Purchase Order (including the right to enter into change orders) except for the rights assigned hereunder referred to in clauses (i) and (ii) above.

2. Anything contained herein to the contrary notwithstanding: (i) Assignor shall at all times remain liable to Seller under the Purchase Order to perform all of the duties and obligations of the buyer thereunder, including (without limitation) the payment of the purchase price for the Equipment to the same extent as if this Assignment and the Seller's Consent and Agreement (herein called the "Consent and Agreement") attached hereto had not been executed and notwithstanding the exercise by Assignee of any right assigned hereunder; (ii) the exercise by Assignee of any of the rights assigned hereunder shall not release Assignor from any of its duties or obligations to Seller under the Purchase Order; and (iii) Assignee shall not have any obligation or liability under the Purchase Order by reason of, or arising out of, this Assignment or be obligated to perform any of the obligations or duties of Assignor thereunder or to make any payment or to make any inquiry of the sufficiency of any payment received by it or to present or file any claim or to take any other action to collect or enforce any right assigned hereunder.

3. Neither this Assignment nor the Consent and Agreement shall in any way increase Seller's obligations or liabilities under the Purchase Order.

4. Assignor agrees that at any time and from time to time, upon the written request of Assignee, Assignor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Assignee may deem advisable in obtaining the full benefits of this Assignment and of the rights and powers herein granted.

5. Assignor represents and warrants that: (i) the Purchase Order is in full force and effect and is enforceable in accordance with its terms and Assignor is not in default thereunder; and (ii) Assignor has not assigned, pledged or granted a security interest in, and agrees that it will not assign, pledge or grant a security interest in, so long as this Assignment shall remain in effect, the whole or any part of the rights, title and interest hereby assigned, to anyone other than Assignee.

6. Assignor hereby irrevocably designates and appoints Assignee, its successors and assigns, Assignor's true and lawful attorney, with full power (in the name of Assignor or otherwise) to enforce all of the rights, titles and interests which are assigned to Assignee pursuant to this Assignment, including (without limitation) all of Assignor's powers, privileges and remedies under the Purchase Order, with full power to file any claims or take any action or institute any proceedings which Assignee may deem advisable or necessary in the premises. Notwithstanding the provisions of the previous sentence, Assignor agrees that, unless and until it shall receive written notice to the contrary from Assignee given in the manner hereinafter provided in this Assignment, it will diligently pursue and enforce, for the benefit of Assignee, each and every one of its powers, rights, privileges and/or remedies under or in respect of the Purchase Order.

7. In any proceeding brought by Assignor, Seller or any other person involving the enforcement or interpretation of, or otherwise in respect of, the Purchase Order, it shall not be necessary to make Assignee a party to any such proceedings or to join or otherwise involve Assignee in any such proceedings in any manner; provided, however, notwithstanding the foregoing, Assignee shall at all times have the right and privilege to become a party or to be joined or to otherwise become involved in any such proceedings in any manner permitted by law.

8. All notices, requests, demands or other communications to or upon the respective parties hereto shall be deemed to have been given or made when deposited in the mails, postage prepaid, or in the case of telegraphic notice, when delivered to the telegraph company, addressed (1) if to Assignee, in care of Bankers Trust Company at 16 Wall Street, New York, New York 10015, or at such other address as may

hereafter be furnished to Assignor in writing by Assignee;  
and (ii) if to Assignor, at 124 River Road, Middlesex, N.J.

\_\_\_\_\_, or at such other address as  
may hereafter be furnished to Assignee in writing by Assignor.

9. Neither this Assignment nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. No failure or delay on the part of Assignee in exercising any right, power or privilege hereunder and no course of dealing between Assignor and Seller or Assignor and Assignee shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies which Assignee would otherwise have. No notice to or demand on Assignor in any case shall entitle Assignor to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of Assignee to any other or further action in any circumstances without notice or demand. This Assignment shall be binding upon Assignor and its successors and assigns and shall be binding upon and inure to the benefit of Assignee and its successors and assigns. This Assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, Assignee, not in their individual capacities but solely in their capacities as Trustees as aforesaid, has signed and delivered this Assignment and Assignor has caused this Assignment to be executed and delivered by its duly authorized officer as of the date first above written.

ASSIGNOR

REAGENT CHEMICAL &amp; RESEARCH, INC.

By Agent G. H. Jones Vice-Pres. Title

ASSIGNEE

As Trustee

As Trustee

# TRUST AGREEMENT

TRUST AGREEMENT dated as of May 1, 1974, by and between

John Duncan

of New York, New York

and John W. James

of New York, New York

not in their individual capacities but solely as trustees hereunder (herein collectively called the "Trustees" and individually a "Trustee"), BANKERS TRUST COMPANY, a New York banking corporation (herein in its individual capacity called the "Bank"), and BANKERS TRUST COMPANY, as fiscal agent for the Trustees (herein in such capacity called the "Fiscal Agent");

## WITNESSETH:

WHEREAS, the Trustees have entered into an Equipment Lease Agreement (herein called the "Equipment Lease Agreement") dated as of the date hereof with Reagent Chemical & Research, Inc.,

a corporation (herein called the "Lessee"), pursuant to which the Trustees have agreed, upon the terms and conditions therein stated, to lease the Equipment (as such term is defined and used in the Equipment Lease Agreement) to the Lessee and to execute one or more Equipment Leases (as such term is defined and used in the Equipment Lease Agreement; the Equipment Lease Agreement and the Equipment Leases being sometimes herein collectively called the "Lease") pursuant thereto; and

WHEREAS, the Trustees are officers and employees of the Bank, and the parties have agreed that Bankers Trust Company shall act as fiscal agent for the Trustees as lessor under the Lease in the collection of rent and the discharge of the routine duties of the Trustees hereunder and thereunder, and the Fiscal Agent has agreed so to act;

NOW, THEREFORE, the parties hereto agree as follows:

1. The Trustees agree (i) to accept delivery of the Equipment under the purchase orders for the same and the assignments thereof to the Trustees, all of which shall be satisfactory in form and substance to the Bank, and (ii) to act as lessor under the Lease and to discharge faithfully the duties imposed upon them and exercise the rights granted to them thereunder. The Trustees agree that they will (i) use, in strict accordance with the terms of the Lease or as otherwise directed by the Bank, any moneys or property made available to them by the Bank, and (ii) hold in trust hereunder for the Bank the Equipment and all rents and other moneys or property of every nature received by them or which they have a right to receive under the terms of the Lease.

2. The Trustees hereby irrevocably appoint Bankers Trust Company as their fiscal agent and hereby irrevocably authorize and direct the Lessee and every other person, firm or corporation at any time indebted to the Trustees or holding moneys, credits or other property of any kind or nature payable, distributable or deliverable to the Trustees to pay, distribute and deliver the same to the Fiscal Agent; and the Trustees agree, upon the request of the Bank, to issue written instructions to this effect and execute such instruments as may be necessary or appropriate to this end. The Trustees further agree to pay over and deliver possession to the Fiscal Agent of all rents, moneys, credits and/or property of any nature which may at any time come into the Trustees' possession in respect of the Equipment and/or the Lease.

3. The Trustees and the Fiscal Agent agree that all records, documents, correspondence and other papers relating to or in any manner connected with the subject matter of the Lease or this Agreement shall be kept by each of them, respectively, at a place available to the other, to the end that each shall have common access thereto for the discharge of their respective duties and for the enforcement of their respective rights hereunder and for the further purpose of avoiding unnecessary duplication.

4. Except to execute and deliver the Lease and the various documents contemplated thereby and to exercise and carry out or cause to be exercised and carried out the rights and duties of the lessor thereunder, the Trustees shall have no power, right, duty or authority to manage, control, possess, encumber, sell, lease, dispose of or in any other manner deal in or with the Equipment. Except to receive, collect and distribute and deal with the Lease and the proceeds thereof as therein and in this Agreement provided, the Trustees shall have no power, right, duty or authority to deal with any other property at any time constituting part of the trust estate (herein called the "Trust Estate") covered by this Agreement.

5. A Trustee may appoint one or more officers of the Fiscal Agent as his attorney-in-fact for the purpose of executing any and all instruments necessary to be executed and delivered in the administration of the Trust Estate.

6. The Fiscal Agent shall transfer to the credit of the Bank, promptly upon its receipt thereof, all rent received in respect of the Equipment and any other funds received by it which are not refundable to the Lessee. The Trustees and the Fiscal Agent agree promptly to forward to the Bank any data or information requested by the Bank in respect of the Trust Estate and the proceeds thereof as may be known or available to the Trustees or the Fiscal Agent, as the case may be.

7. Each of the Trustees, as an employee of the Bank, receives a salary which compensates him for services rendered by him hereunder and under the Lease and shall, therefore, not be entitled to receive any compensation for his services as one of the Trustees or as lessor under the Lease. The Bank agrees, however, to reimburse the Trustees for any expenses incurred by them in the discharge of their trust or of their duties under the Lease and to protect, indemnify and save harmless the Trustees, or either of them, from and against any and all claims, actions and suits (whether groundless or otherwise) and from and against any and all liabilities, losses, damages, costs, demands, payments, charges, counsel fees and other expenses (including taxes) of every nature and character by reason of or in any way relating to or arising out of their acting as Trustees under this Agreement and/or as lessor under the Lease, the Equipment, this Agreement or the Lease. Nothing herein contained, however, shall relieve the Lessee of primary liability to the Trustees for reimbursement and indemnification to the extent the Lessee is obligated to reimburse and indemnify the Trustees as lessor under the Lease; and the Bank's obligation with respect to all such matters shall be secondary to that of the Lessee.

8. Either of the Trustees may resign this trust upon reasonable notice to the Bank, and the Bank may remove either or both of the Trustees and substitute one or more successor trustees for any reason and at any time by giving written notice to the Trustees. In the event of the death of a Trustee or if a Trustee should cease for any reason to be an officer and employee of the Bank, said Trustee shall be deemed to have resigned and the Bank may appoint a successor trustee without notice to such Trustee. In the event of a vacancy in the office of a Trustee (or successor trustee) during the existence of this trust, the Bank shall appoint a successor trustee. The appointment of a successor trustee shall be made in writing by the Bank and accepted in writing by the successor trustee. Any successor trustee appointed hereunder, upon the acceptance of such trust, shall be and become vested with all the titles, rights, powers, trusts, duties and obligations of this trust and as lessor under the Lease in precisely the same manner as if he were originally named as Trustee and as lessor under the Lease. Upon being furnished with a certificate by the Fiscal Agent as to the identity of any successor trustee, the Lessee shall be fully authorized to deal with him under the Lease precisely as if he were originally named a Trustee. A Trustee ceasing to act shall for further assurance and upon the request of any successor trustee or the Fiscal Agent or the Bank, execute all such instruments as shall be reasonably requested in order to evidence the assignment and transfer of all right, title and interest in and to the Trust Estate to the successor trustee.

9. Each of the Trustees, or any successor thereto, from time to time serving hereunder shall have the absolute right, acting independently, to take any action (including, without limitation, the execution and delivery of each Equipment Lease) and to exercise any right, remedy, power or privilege conferred upon the Trustees or upon any individual Trustee hereunder and under the Lease; and any action taken by any Trustee from time to time serving hereunder shall be binding upon all other Trustees and no person dealing with any Trustee from time to time serving hereunder shall be obligated to confirm the power and authority of such Trustee to act without the concurrence of the other Trustee or Trustees.

10. Subject to and upon the terms and conditions herein set forth, the Bank agrees that, from the date hereof until the Final Delivery Date (as such term is defined and used in the Equipment Lease Agreement), unless and until its obligations hereunder are earlier terminated, it will make funds available to the Trustees not to exceed in the aggregate a sum (herein called the "Commitment") equal to Maximum Acquisition Cost (as such term is defined and used in the Equipment Lease Agreement) to be applied by the Trustees in respect of the payment of Acquisition Cost (as such term is defined and used in the Equipment Lease Agreement) pursuant to the provisions of the Lease. All such funds shall be made available to the Trustees at the offices of the Bank at 16 Wall Street, New York, New York in New York Clearing House funds upon receipt of three days' notice from the Trustees. Anything contained in this Agreement to the contrary notwithstanding, the Bank shall have no obligation whatsoever to make funds available to the Trustees under the Commitment unless at the time of the making available of such funds (i) all of the conditions precedent set forth in Section 6 of the Equipment Lease Agreement shall have been satisfied and (ii) Lessee shall have duly complied with all of the provisions of Section 5 of the Equipment Lease Agreement.

11. The terms and provisions of this Agreement may not be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the parties hereto; and any waiver of the terms hereof shall be effective only in the specific instances and for the specific purposes given.

12. This Agreement and the trusts created hereby shall terminate and be of no further force or effect upon the earlier of (i) the sale or other final disposition by the Trustees of all the Equipment at any time part of the Trust Estate and the final disposition by the Fiscal Agent and the Trustees of all moneys or other property or proceeds constituting part of the Trust Estate in accordance with the terms hereof, provided that at such time the Lessee shall have fully complied with all of the terms of the Lease, or (ii) twenty-one years less one day after the date of the execution of this Agreement by the parties hereto, otherwise this Agreement and the trusts created hereby shall continue in full force and effect in accordance with the terms hereof.

13. No transfer, by operation of law or otherwise, of any right, title or interest of the Bank in or to the Trust Estate or hereunder shall operate to terminate this Agreement or the trusts created hereunder or entitle any successor or transferee of the Bank to an accounting or to the transfer to it of legal title to any part of the Trust Estate.

14. Nothing herein contained, whether express or implied, shall be construed to give any person other than the Trustees, the Fiscal Agent and the Bank any legal or equitable right, remedy or claim hereunder or in respect hereof, but this Agreement shall be held for the sole and exclusive benefit of the Trustees, the Fiscal Agent and the Bank.

15. In accepting the trusts hereby created, the Trustees act solely as Trustees hereunder and not in their individual capacities, and the Fiscal Agent, by entering into this Agreement and performing its duties hereunder, acts solely as agent for the Trustees and not in its individual capacity; and all persons having any claim against the Trustees or the Fiscal Agent by reason of the transactions contemplated hereby shall look only to the Trust Estate for payment or satisfaction thereof.

16. Unless otherwise expressly specified or permitted by the terms hereof, all notices, requests, demands or other communications to or upon the respective parties hereto shall be deemed to have been given or made when deposited in the mails, postage prepaid, or, in the case of telegraphic notice, when delivered to the telegraph company, addressed (i) if to the Trustees, to both Trustees in care of the Fiscal Agent at its office at 16 Wall Street, New York, New York 10015, (ii) if to the Fiscal Agent, to the Fiscal Agent at its said office, and (iii) if to the Bank, at 16 Wall Street, New York, New York 10015. No other method of giving notice is hereby precluded.

17. All covenants and agreements contained herein shall be binding upon and inure to the benefit of the Trustees, the Fiscal Agent and the Bank and their respective successors and assigns. Any provision herein contained which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. This Agreement shall in all respects be governed by and construed in accordance with the law of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, John Duncan

and John W. James

as Trustees, have signed this Agreement, and BANKERS TRUST COMPANY, individually and in its capacity as Fiscal Agent, has caused this Agreement to be executed in its name by one of its Vice Presidents

[Signature]  
as Trustee,  
John W. James  
as Trustee,

BANKERS TRUST COMPANY, individually  
and as Fiscal Agent

By John R. Howard  
Vice President

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On the ..... day of ....., before me personally came

..... and .....  
to me known to be the persons described in and who executed the foregoing instrument as trustees, and acknowledged that they executed the same.

[Notarial Seal]

Notary Public

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On the ..... day of ....., before me personally came

....., to me known, who, being by me duly sworn, did depose and say  
that he resides at .....

.....; that he is a Vice President of BANKERS TRUST COMPANY, the corporation described in and which executed the foregoing instrument individually and as fiscal agent; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

[Notarial Seal]

Notary Public



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ACCEPTANCE CERTIFICATE  
(Equipment Lease)

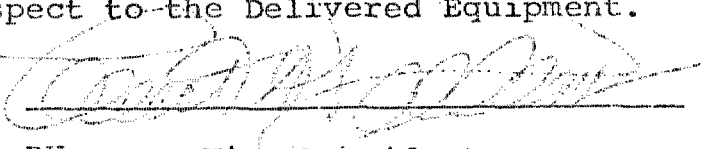
=====

This has reference to the Equipment Lease Agreement dated as of May 1st, 1975 ("Agreement") between Reagent Chemical & Research, Inc. and the undersigned, as Lessee. The terms used herein which are defined in the Agreement shall have the same meanings as are provided therefor in the Agreement. The undersigned hereby certifies that the following equipment (the "Delivered Equipment") was delivered to the undersigned at the Equipment Location on the date set forth below and is now located there:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>LESSEE'S CAR NUMBERS</u>
Six (6)	DOT 111A 10003 (W3)	RCRX 2005
	13,500 Gallon steel	20056
	tank car manufactured	2008
	by Richmond Tank Car	2010
	Company. Collied and	2012
	insulated per specifi-	2014
	cations.	

The undersigned hereby confirms each of the acknowledgements set forth in the Agreement with respect to the Delivered Equipment.

LESSEE

  
BY \_\_\_\_\_  
Vice-President  
(TITLE)

DATED: February 21st, 1975

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ACCEPTANCE CERTIFICATE  
(Equipment Lease)

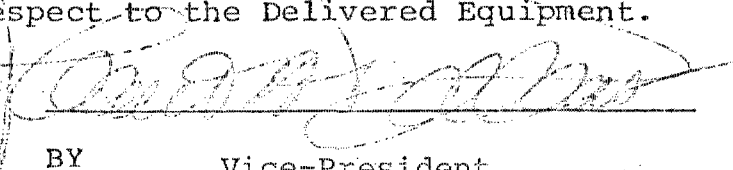
=====

This has reference to the Equipment Lease Agreement dated as of  
May 1st, \_\_\_\_\_, 1974 ("Agreement") between Reagent Chemical  
& Research, Inc. and the undersigned, as Lessee. The  
terms used herein which are defined in the Agreement shall have  
the same meanings as are provided therefor in the Agreement.  
The undersigned hereby certifies that the following equipment  
(the "Delivered Equipment") was delivered to the undersigned at  
the Equipment Location on the date set forth below and is now  
located there:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>LESSEE'S CAR NUMBERS</u>
Three, (3)	DOT 111A 10003 (W3)	RCRX 2001
	13,500 Gallon steel	2004
	tank car manufactured	2007
	by Richmond Tank Car	
	Company. Collied and	
	insulated per specifi-	
	cations.	

The undersigned hereby confirms each of the acknowledgements set  
forth in the Agreement with respect to the Delivered Equipment.

LESSEE

BY   
Vice-President  
(TITLE)

DATED: February 21, 19 75

=====

ACCEPTANCE CERTIFICATE  
(Equipment Lease)

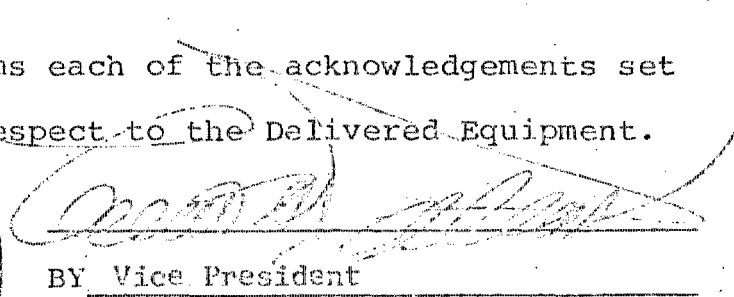
=====

This has reference to the Equipment Lease Agreement dated as of May 1st, 19 75 ("Agreement") between Reagent Chemical and Research Inc. and the undersigned, as Lessee. The terms used herein which are defined in the Agreement shall have the same meanings as are provided therefor in the Agreement. The undersigned hereby certifies that the following equipment (the "Delivered Equipment") was delivered to the undersigned at the Equipment Location on the date set forth below and is now located there:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>LESSEE'S CAR NUMBERS</u>
Six (6)	DOT 111A 10003 (W3)	RCRX 2002
	13,500 Gallon steel	2003
	tank car manufactured	2009
	by Richmond Tank Car	2011
	Company. Collied and	2013
	insulated per specifi-	2015
	cations.	

The undersigned hereby confirms each of the acknowledgements set forth in the Agreement with respect to the Delivered Equipment.

LESSEE

  
BY Vice President

(TITLE)

DATED: Febraury 24, 19 75

=====

ACCEPTANCE CERTIFICATE  
(Equipment Lease)

=====

This has reference to the Equipment Lease Agreement dated as of  
May 1, 1974 ("Agreement") between Reagent Chemical  
and Research, Inc. and the undersigned, as Lessee. The  
 terms used herein which are defined in the Agreement shall have  
 the same meanings as are provided therefor in the Agreement.  
 The undersigned hereby certifies that the following equipment  
 (the "Delivered Equipment") was delivered to the undersigned at  
 the Equipment Location on the date set forth below and is now  
 located there:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>LESSEE'S CAR NUMBERS</u>
Three (3)	111A100W5 20,000 gallon lined tank cars manufactured by Richmond Tank Car Company	RCRX 1009 RCRX 1011 RCRX 1012

The undersigned hereby confirms each of the acknowledgements set  
 forth in the Agreement with respect to the Delivered Equipment.

LESSEE

BY 

Vice-President

(TITLE)

DATED: March 5, 1975

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ACCEPTANCE CERTIFICATE  
(Equipment Lease)

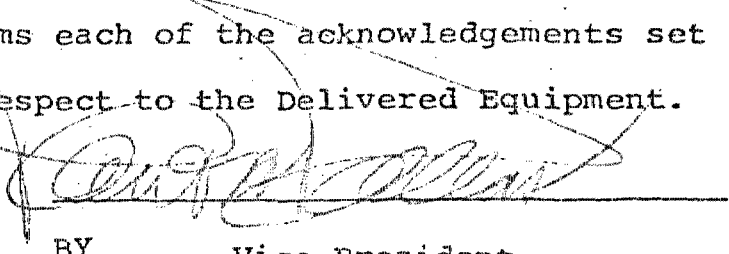
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This has reference to the Equipment Lease Agreement dated as of  
May 1 \_\_\_\_\_, 19 74 ("Agreement") between Reagent Chemical  
and Research, Inc. and the undersigned, as Lessee. The  
terms used herein which are defined in the Agreement shall have  
the same meanings as are provided therefor in the Agreement.  
The undersigned hereby certifies that the following equipment  
(the "Delivered Equipment") was delivered to the undersigned at  
the Equipment Location on the date set forth below and is now  
located there:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>LESSEE'S CAR NUMBERS</u>
Three (3)	111A100W5 20,000 gallon lined tank cars manufactured by Richmond Tank Car Company	RCRX 1006 RCRX 1010 RCRX 1014

The undersigned hereby confirms each of the acknowledgements set  
forth in the Agreement with respect to the Delivered Equipment.

LESSEE

  
BY \_\_\_\_\_ Vice-President  
(TITLE)

DATED: April 16, 1975

=====

ACCEPTANCE CERTIFICATE  
(Equipment Lease)

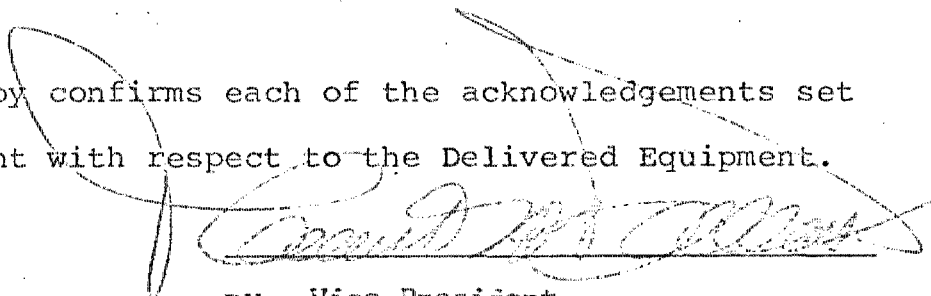
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This has reference to the Equipment Lease Agreement dated as of  
May 1, 19 74 ("Agreement") between Reagent Chemical  
and Research, Inc. and the undersigned, as Lessee. The  
terms used herein which are defined in the Agreement shall have  
the same meanings as are provided therefor in the Agreement.  
The undersigned hereby certifies that the following equipment  
(the "Delivered Equipment") was delivered to the undersigned at  
the Equipment Location on the date set forth below and is now  
located there:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>LESSEE'S CAR NUMBERS</u>
Two (2)	11LA100W5 20,000 gallon lined tank cars manufactured by Richmond Tank Car Company	RCRX 1007 RCRX 1008

The undersigned hereby confirms each of the acknowledgements set  
forth in the Agreement with respect to the Delivered Equipment.

LESSEE

  
BY Vice President

(TITLE)

DATED: May 14, 19 75

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ACCEPTANCE CERTIFICATE  
(Equipment Lease)

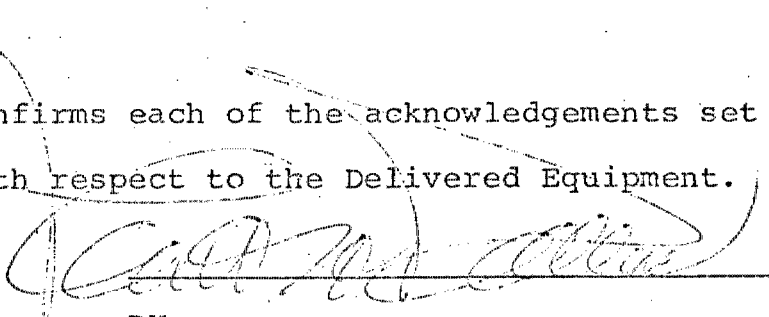
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This has reference to the Equipment Lease Agreement dated as of  
May 1, 1974 ("Agreement") between Reagent Chemical  
and Research, Inc. and the undersigned, as Lessee. The  
terms used herein which are defined in the Agreement shall have  
the same meanings as are provided therefor in the Agreement.  
The undersigned hereby certifies that the following equipment  
(the "Delivered Equipment") was delivered to the undersigned at  
the Equipment Location on the date set forth below and is now  
located there:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>LESSEE'S CAR NUMBERS</u>
Two (2).	111A100W5 20,000 gallon lined tank cars manufactured by Richmond Tank Car Company	RCRX 1013 RCRX 1015

The undersigned hereby confirms each of the acknowledgements set  
forth in the Agreement with respect to the Delivered Equipment.

LESSEE

  
BY Vice President

(TITLE)

DATED: June 10, 1975